

AHMAD KESHAVARZ*Attorney at Law*16 COURT ST., 26TH FLOOR
BROOKLYN, NY 11241-1026WWW.NEWYORKCONSUMERATTORNEY.COM
E-mail: ahmad@NewYorkConsumerAttorney.comTelephone: (718) 522-7900
Fax: (877) 496-7809

January 13, 2023

VIA EMAIL TO DAVID@SASSONLAW.COM

David Pretter
 Law Office of Alan J. Sasson, P.C.
 2102 Avenue Z, Suite 201
 Brooklyn, NY 11235

Re: Response to your email production.

Onfroy v. The Law Office of Geoffrey T. Mott, P.C., et al., No. 1:22-cv-02314-EK-LB

Dear Mr. Pretter:

This firm, along with Nassau Suffolk Law Services Committee, Inc., represents Plaintiff Lovern Onfroy in the above-entitled action. Defendants are The Law Offices of Geoffrey T. Mott, P.C. (“The P.C.”), a collection law firm, the P.C.’s principal Geoffrey T. Mott (“Mr. Mott”), and an associate at the P.C. Samuel Miller (collectively the “Mott Defendants”), and Kenneth J. DeCota (“DeCota”), a former attorney at the P.C.; and Arthur T. Mott Real Estate, LLC (“ATM”), and 700 Merrick LLC (the “Landlord”) (collectively the “ATM Defendants”).

Just I was about to send this letter I received your ECF filing Dkt. No. 38. The balance of this letter unchanged from what I was about to circulate, which is why there is a reference to agree to extend the date for you to respond to our application.

This letter responds to your email earlier today asking if Plaintiff will withdraw her Letter Motion to Compel to Enforce Prior Order Or Otherwise Compel Production Of Insurance Policies From Mott and ATM Defendants, Dkt. No. 32, filed on December 12, 2023 based on your January 12 email attaching two insurance policies.

We would be inclined to withdraw the application if you can file a letter representing to the Court representing that:

On July 12, 2013 I produced all insurance policies for by each defendant I represent effective from January 1, 2019 to present regardless if we believe the policy would cover the claims brought by way of this suit or if we forwarded the claim to the carrier. This production included any declaration sheets and renewals. It also included policies as to co-Defendant DeCota, a former attorney at The Law Offices of Geoffrey T. Mott, P.C.

Also, prior to filing this letter, I served full and complete Initial Disclosure answers for each of my clients also itemizing which policy applied to which Defendant, including if it applied co-Defendant DeCota.

If you will be filing such a letter with the Court then please provide the Initial Disclosures to my office and email me in advance the letter you intend to file with the Court. If it meets our concerns we will tell you and will authorize you to present to the Court that we intend to file a letter withdrawing our application. However, we do not authorize the filing of a letter making

this representation without our office first signing off on the language.

Our preliminary review of the two insurance policies raises concerns that these two policies to not satisfy our demands. I will reference the two policies as the CNA Policy and the Midvale Policy.

1. Neither of the policies cover the full period of time at issues. Please produce all insurance policies, declaration sheets, and renewals for policies in effect from January 1, 2019 to present. The policy period for the CAN policy is from 09/10/2020 to 09/01/202; the policy period for the Midvale policy is from 11/26/2019 to 11/26/2020. If these policies have been renewed we need to see the renewals.
2. The Midvale policy states the name of the insured is “Arthur T. Mott et al.” I do not know who that is. Please provide a document from the insurance company identifying “Arthur T. Mott et al.” as used in the policy.
3. There are no policies produced for the P.C., Mr. Mott, DeCota, ATM, or the Landlord. Please produce all policies for each of these Defendants.
4. The CNA policy, entitled “Lawyers Professional Liability Policy” names as the insured as “Samuel W. Miller” his mailing address as “7600 Jericho Turnpike, Suite 105 Woodbury, NY 11797.” This is the same address the P.C. It is simply inconceivable that there would be an insurance policy for Mr. Miller, apparently an associate at the P.C., but not also cover the P.C. and all of the attorneys at the P.C., including co-Defendant DeCota.

If you would like an additional week to address the concerns we list above we would consent to an additional week for you to file your response to our Letter Motion to Compel (Dkt. 32) and our Reply.

Alternatively, if you would like to circulate a letter to file with the Court making the representations as to full production for us to review and to also produce the Initial Disclosures as indicated that may also resolve the matter.

Please let me know if you have any questions or would like to discuss the matter further.

Sincerely,

/s/

Ahmad Keshavarz

Enclosure (two insurance policies)

cc: all counsel of record